

MODEL CO-SPONSORSHIP AGREEMENT

The Department of Health and Human Services (HHS) [or name of subcomponent] and [name of co-sponsor] agree to co-sponsor [name of event], according to the terms expressed below:

1. Background

[Provide the following information: (a) the nature and purpose of the event; (b) the identity and background of the co-sponsor(s); (c) the importance of the event to both HHS and the co-sponsor; (d) the substantive interest and special expertise of the co-sponsor in the subject matter of the event; (e) any other relevant background information that may explain the mutual interest of HHS and the co-sponsor in working together on the event.]

2. Responsibilities for Developing the Event

[Provide the following information: (a) the respective responsibilities of HHS and the co-sponsor for developing the substantive aspects of the event, such as the agenda and speakers; (b) the respective responsibilities of HHS and the co-sponsor for logistics and finances, such as arranging and paying for conference facilities, advertising, food, and any other event expenses. **Note:** this is the core paragraph of the co-sponsorship agreement, and it should reflect as much detail as HHS and the co-sponsor reasonably can provide.]

3. Registration Fees and Other Charges

[Provide the following information: (a) state whether the co-sponsor intends to charge registration fees, and, if so, state that the co-sponsor agrees to set a fee no higher than necessary to recover its share of the costs of the event; (b) state whether HHS and the co-sponsor agree that HHS employees will be allowed free attendance at the event; (c) state whether the co-sponsor intends to sell educational materials pertaining to the event or transcripts or recordings of the event, and, if so, state that the co-sponsor agrees to sell such items at cost.]

4. Independently Sponsored Portions of Event

[Provide the following information: (a) state whether either HHS or the co-sponsor intends to sponsor any discrete portion of the event independently; (b) describe any separately sponsored portion; (c) state that HHS resources, including staff, will not be used to develop, promote or otherwise support a portion of the event that is independently sponsored by the co-sponsor, although official announcements and brochures may contain factual references to the schedule of the entire event, including portions sponsored solely by the co-sponsor.]

5. Fundraising

[Name of co-sponsor] will make clear, in any solicitation for funds to cover its share of the event costs, that it, not HHS, is asking for the funds. [Name of co-sponsor] will not imply that HHS endorses any fundraising activities in connection with the event. [Name of co-sponsor] will make clear to donors that any gift will go solely toward defraying the expenses of [name of co-sponsor], not HHS.

6. Promotional Activity

[Name of co-sponsor] will not use the event primarily as a vehicle to sell or promote products or services. [Name of co-sponsor] will ensure that any incidental promotional activity does not imply that HHS endorses any products or services. [Name of co-sponsor] will make reasonable efforts, subject to HHS review, to segregate any incidental promotional activity from the main activities of the event.

7. Event Publicity and Endorsements

[Name of co-sponsor] will not use the name of HHS or any of its components, except in factual publicity for the specific event. Factual publicity includes dates, times, locations, purposes, agendas, fees, and speakers involved with the event. Such factual publicity shall not imply that the involvement of HHS in the event serves as an endorsement of the general policies, activities, or products of [name of co-sponsor]; where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. [Name of co-sponsor] will clear all publicity materials for the event with HHS to ensure compliance with this paragraph.

8. Records

Records concerning the event shall account fully and accurately for the financial commitments and expenditures of HHS and [name of co-sponsor]. Such records shall reflect, at a minimum, the amounts, sources, and uses of all funds.

9. Public Availability

This co-sponsorship agreement, as well as the financial records described in paragraph 8, shall be publicly available.

10. Co-Sponsorship Guidance

HHS and [name of co-sponsor] will abide by the legal memorandum of August 8, 2002, entitled "Co-Sponsorship Guidance," issued by the HHS Designated Agency Ethics Official.

Revised by: ems:COSPONSORSHIPmodelagrmt.wpd:8/8/02
Subject file: Co-sponsorship